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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FragranceNet.com, Inc., Plaintiff, - against - FragranceX.com Inc. and John Does 1-20 Defendant.	CV 06 2225 (JFB) (AKT)

STIPULATION AND ORDER GOVERNING THE PRODUCTION OF DOCUMENTS AND INFORMATION

Plaintiffs FragranceNet.com, Inc. ("FragranceNet") and defendant FragranceX.com, Inc. ("FragranceX"), by their undersigned attorneys, hereby stipulate and agree that this Stipulation and Order ("Stipulation") shall govern the handling of confidential information produced or filed by any party or third party (the "Producing Party") in the above-entitled action (the "Action") under the following terms:

1. Designations of Confidentiality. The following are the only methods by which a party can designate information or documents as Confidential Information or Attorneys' Eyes Only Confidential Information (references to Confidential Information herein include Attorneys' Eyes Only Confidential Information unless the context requires otherwise):

(a) All information contained in any page of any document produced, interrogatory answer, other documentary form of discovery response, or other document may be designated confidential by stamping each and every such page "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY CONFIDENTIAL INFORMATION." For documents produced in electronic form, the foregoing requirement shall be satisfied if (i) a person viewing the document on a screen in the format in which it is produced will be able to see the word "CONFIDENTIAL" or the words "ATTORNEYS' EYES ONLY CONFIDENTIAL INFORMATION" on each page to be designated confidential and (ii) when the document is printed in the format in which it was produced in the Action, each printed page to be designated confidential will contain the word "CONFIDENTIAL" or the words "ATTORNEYS' EYES ONLY CONFIDENTIAL INFORMATION." The parties may also designate information in documents as confidential by alternative methods if approved and agreed to in writing by all parties. Each page designated confidential in accordance with this paragraph, and the information contained on such page, shall be considered confidential unless the designating party states in writing that only a portion of the page is to be treated as confidential.

(b) Information contained in deposition testimony may be designated confidential. Such designation shall be made on the record during the deposition. Testimony may also be designated confidential by stamping or causing the court reporter to stamp the word

"CONFIDENTIAL" or "ATTORNEYS' EYES ONLY CONFIDENTIAL INFORMATION" on those pages of the transcript of deposition claimed to contain confidential information. Testimony not designated confidential on the record during the deposition, but only by stamping the transcript shall not be considered confidential until the stamped transcript is delivered to opposing counsel.

2. All materials designated as Confidential Information shall be deemed to be Confidential Information, unless and until counsel for the parties, including third parties in the case of information provided and designated as Confidential Information by such third parties, stipulate in writing that such specifically identified Confidential Information may be declassified or unless the Court rules otherwise.

3. All Confidential Information shall be maintained in confidence by the Receiving Party, and may not be disclosed or made available to any person other than:

(a) attorneys of record and in-house attorneys for the parties in this Action and attorneys, clerical, paralegal and other staff employed by such attorneys who are assisting in this Action;

(b) any person who was involved in the preparation of the document or information or who is shown as a recipient, sender or author of the Confidential Information; provided, however, that said person may not disclose or use such Confidential Information except as provided herein and may use the Confidential Information solely for assisting in this Action;

(c) such officers, directors, partners, employees, or agents of the parties, as attorneys for that party, who in good faith, are required to provide assistance in this

Action; provided, however, that said person(s) may not disclose or use such Confidential Information except as provided herein and may use the Confidential Information solely for assisting in this litigation; and provided further that, except on written consent, the corporate parties may make disclosure to no more than three (3) such individuals, in the aggregate;

(d) any court reporters employed in connection with this Action;

(e) third parties, including experts or consultants, engaged by counsel or the parties solely to assist in this Action; provided, however, that no such expert witness or consultant shall have been or be employed by or have served or serve as a consultant to either party, other than with regard to this Action; and

(f) the Court and its designee(s).

4. All recipients identified in Paragraph 3, except for the Court, and its designee(s) shall, prior to seeing any Confidential Information, review a copy of this Stipulation and shall sign an undertaking, in the form attached hereto as Exhibit A, that such person agrees to be bound by its terms.

5. Testimony about any document identified as Confidential Information produced in the Action shall be deemed to be Confidential Information without further designation.

6. Attorneys Eyes Only Confidential Information. The parties recognize that there may be certain discrete categories of extremely sensitive, confidential and/or proprietary information, the disclosure of which, even if limited to the persons identified in Paragraph 3, may compromise and/or jeopardize the Producing Party's business interests. In such instances, the Producing Party may deem such extremely sensitive, confidential and/or proprietary

information as Attorneys Eyes Only Confidential Information by marking it as such or otherwise informing the Receiving Party in writing. Information so designated may be disclosed only to:

(a) attorneys of record and in-house attorneys for the parties in this Action and attorneys, clerical, paralegal and other staff employed by such attorneys who are assisting in this Action; and

(b) the Court and its designee(s).

7. Confidential Information and Attorneys Eyes Only Confidential Information shall not be disclosed to any persons other than persons specified in Paragraphs 3 and 6, respectively, except that nothing contained herein shall prevent any party from (a) disclosing its own Confidential Information or Attorneys Eyes Only Confidential Information as it deems appropriate, or (b) disclosing Confidential Information or Attorneys Eyes Only Confidential Information in response to a court order, subpoena or other judicial or administrative process, or otherwise as required by law. This Stipulation also shall not apply to what otherwise would be Confidential Information or Attorneys Eyes Only Confidential Information but which already is or comes into the lawful and proper possession of a party, or which is obtained by a party in any lawful or proper manner from sources other than through discovery in this Action.

8. Only persons identified in Paragraphs 3 will be allowed to attend that portion of any deposition or hearing in which documents designated "Confidential Information" are used with or elicited from the deponent.

9. Only persons designated in Paragraph 6 will be allowed to attend that portion of any deposition or hearing in which documents designated as "Attorneys Eyes Only Confidential Information" are used with or elicited from deponent.

10. If information is mistakenly disclosed by a Producing Party without being designated as "Confidential Information" or "Attorneys Eyes Only Confidential Information" and the Receiving Party is notified in writing of the error, then such information shall be considered from the point of notification forward as having been designated as "Confidential Information" or "Attorneys Eyes Only Confidential Information," as the case may be.

11. Nothing in this Stipulation shall relieve or otherwise modify or alter any pre-existing obligations of a party to the Action to refrain from disclosing, using or otherwise disseminating Confidential Information.

12. A Receiving Party may object to the designation of a document or information as Confidential Information or as Attorney Eyes Only Confidential Information by notifying counsel for the Producing Party in writing of such objection. Within ten (10) days thereafter, counsel will confer in person or by telephone to attempt to reach agreement as to the classification and treatment of such disputed classification of documents or information. If counsel do not reach agreement, any party may apply to the Court for a ruling. As provided in Paragraph 2, documents and information designated "Confidential Information" or "Attorneys Eyes Only Confidential Information" shall continue to be treated as such until a different determination is made by written agreement of attorneys of record or by a ruling of the Court.

13. All documents or exhibits containing "Confidential Information" or "Attorneys Eyes Only Confidential Information" that are filed with the Court shall be separately

filed in a sealed envelope marked "Confidential Information governed by Protective Order in *FragranceNet.com, Inc. v. FragranceX.com, Inc.*, CV 06 2225 (JFB) (AKT)."

14. At the conclusion of this Action, all Confidential Information and Attorneys Eyes Only Confidential Information produced herein by any party and all copies of same, and all documents or portions thereof containing Confidential Information or Attorneys Eyes Only Confidential Information produced by any party and all copies of same, shall be promptly returned to the Producing Party. Alternatively, the Receiving Party may destroy the Confidential Information or Attorneys Eyes Only Confidential Information. Attorneys of record shall certify in writing within thirty (30) days of the final termination of the Action that such documents have been returned or destroyed. No person or party shall be deemed in breach of this paragraph until and unless they or their counsel have received a written demand for compliance herewith made after compliance became due and thirty (30) days have elapsed without compliance.

15. Attorneys of record may retain their work product and all briefs, pleadings, hearing exhibits and other filings with the Court that incorporate or disclose Confidential Information or Attorneys Eyes Only Confidential Information, but such documents shall remain subject to the terms and conditions of this Stipulation.

16. Nothing in this Stipulation shall require disclosure of any thing that a party contends is protected from disclosure by the attorney-client privilege, work-product doctrine or any other legally recognized privilege or basis for challenging disclosure. The inadvertent production of any document or information during discovery in this Action shall be without prejudice to any claim that the disclosed document or information is privileged under the

attorney-client privilege, work-product doctrine or any other legally recognized privilege or basis for challenging disclosure, and a Producing Party shall not be held to have waived any rights by such inadvertent production. Upon written request by the Producing Party, the Receiving Party shall return the original and all copies of documents identified as inadvertently produced and shall not use such information for any purpose unless allowed by order of the Court.

17. Nothing herein contained shall be construed to limit any party from opposing discovery on any grounds, including objections based on confidentiality, that would otherwise be available. This Stipulation shall not limit any party's right to seek further and additional protection against, or limitation on, production or dissemination of information and documents or their contents.

18. Nothing shall prevent disclosure beyond the terms of this Stipulation if the Producing Party consents to such disclosure in writing, or if the Court orders such disclosure. On notice, any party may apply to the Court for relief related to, or from, this Stipulation.

19. The parties may modify this Stipulation only in writing, which may take the form of a countersigned letter, or by making an agreed statement in a deposition or hearing transcript.

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20. The terms and conditions of this Stipulation shall survive and remain in full force and effect after the termination of this Action.

Dated: May 30, 2007

PAUL, HASTINGS, JANOFSKY & WALKER, LLP

By: ______________________
Robert L. Sherman (RS 5520)
Rebecca K. Myers (RM 8437)

Attorneys for Plaintiff FragranceNet.com, Inc.

MOSES & SINGER, LLP

By: ______________________
David Rabinowitz (DR 5205)

Attorneys for Defendant FragranceX.com, Inc.

SO ORDERED:

Dated: New York, New York
June ___, 2007

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HON. A. KATHLEEN TOMLINSON
United States Magistrate Judge

EXHIBIT A

DECLARATION

By my signature, I hereby acknowledge that I have read the STIPULATION AND ORDER GOVERNING THE PRODUCTION OF DOCUMENTS AND INFORMATION stipulated and agreed to by the parties in the case captioned *FragranceNet.com, Inc. v. FragranceX.com, Inc.*, CV 06 2225 (JFB) (AKT) pending in the Eastern District of New York, and agree to be bound by the terms thereof including, without limitation, that I may use Confidential Information or Attorney's Eyes Only Confidential Information solely for the purposes of assisting counsel in this Action and not for any business, commercial, competitive, personal or any other purpose whatsoever.

Dated: ____________________________

____
(Signature)

Signatory's Name and Residence Address
____
____
____

Signatory's Business Address:
____
____
____